

## COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

This declaration is of the following type:

- ☐ original  
☐ design  
☐ supplemental  
☐ national stage of PCT  
☒ divisional  
☐ continuation  
☐ continuation-in-part (CIP)

My residence, post office address and citizenship are as stated next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed for and for which a patent is sought on the invention entitled:

## METHOD AND APPARATUS FOR TREATING SUBCUTANEOUS HISTOLOGICAL FEATURES

the specification of which

[X] is attached hereto

☒ was filed on July 31, 1997, as

Application No. 08/904,175

and was amended on

(if applicable)

[ ] was described and claimed in PCT International application

No. \_\_\_\_\_ filed on \_\_\_\_\_

and as amended under PCT Article 19 on \_\_\_\_\_

(if any).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any Amendment referred to above.

I acknowledge duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, Sec. 1.56.

☐ In compliance with this duty there is attached an information disclosure statement. 37 CFR 1.97.

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119, of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

This declaration is of the following type:

- ☐ original
- ☐ design
- ☐ supplemental
- ☐ national stage of PCT
- ☒ divisional
- ☐ continuation
- ☐ continuation-in-part (CIP)

My residence, post office address and citizenship are as stated next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed for and for which a patent is sought on the invention entitled:

METHOD AND APPARATUS FOR TREATING SUBCUTANEOUS HISTOLOGICAL FEATURES

the specification of which

☒ is attached hereto

☒ was filed on July 31, 1997, as

Application No. 08/904,175

and was amended on \_\_\_\_\_

(if applicable)

☐ was described and claimed in PCT International application

No. \_\_\_\_\_ filed on \_\_\_\_\_

and as amended under PCT Article 19 on \_\_\_\_\_

(if any).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any Amendment referred to above.

I acknowledge duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, Sec. 1.56.

☐ In compliance with this duty there is attached an information disclosure statement. 37 CFR 1.97.

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119, of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application

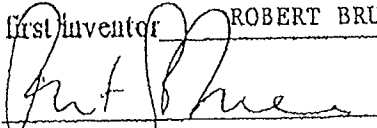
004180 FEB 23 1998

**0000000000**

Direct telephone calls  
TO: Douglas R. Hanscom  
(703) 415-1500

I hereby declare all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor ROBERT BRUCE SPERTELL

Inventor's signature  Date 11/9/00

Residence 8843 Newcastle Ave., Northridge, CA 91325

Citizenship USA

Post Office Address 8843 Newcastle Ave., Northridge, CA 91325

Full name of second inventor \_\_\_\_\_

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence \_\_\_\_\_

Citizenship \_\_\_\_\_

Post Office Address \_\_\_\_\_

Full name of third inventor \_\_\_\_\_

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence \_\_\_\_\_

Citizenship \_\_\_\_\_

Post Office Address \_\_\_\_\_

00637923 "084400

JONES, TULLAR & COOPER, P.C.

PATENTS TRADEMARKS AND COPYRIGHTS

EXHIBIT 2

GEORGE M. COOPER  
DOUGLAS R. HANSCOM  
ERIC S. SPECTOR  
FELIX J. D'AMBROSIO  
JAMES W. HELLWEGE  
WILLIAM A. BLAKE  
COLIN D. BARNITZ

SUITE 1002  
2001 JEFFERSON DAVIS HIGHWAY  
ARLINGTON, VIRGINIA 22202  
MAILING ADDRESS P.O. BOX 2266 EADS STATION  
ARLINGTON, VIRGINIA 22202  
TELEPHONE 703-415-1500  
FACSIMILE 703-415-1508  
E - MAIL: JTC@JTCPC.COM

OF COUNSEL  
DANIEL A. SULLIVAN, JR.  
WILLIAM J. SHEEHAN  
JOSEPH G. SEEGER  
MARYLAND ASSOCIATED OFFICE  
HALL, PRIDDY & MYERS  
10220 RIVER ROAD  
POTOMAC, MARYLAND 20854

August 15, 2000

VIA FACSIMILE

Raymond A. Bogucki  
6914 Canby Avenue  
Suite 109  
Reseda, CA 91335

Re: Divisional Patent Application  
Of 08/904,175 - SPERTELL

Dear Ray:

Further to our several recent letters and telephone discussions, I have filed the divisional patent application. The application was filed on August 14, 2000. I am enclosing a copy of the application, as filed, together with a copy of a date-stamped receipt card as evidence of the filing. I am in receipt of your telefax copy of your letter of August 9, 2000 and the accompanying executed Declaration. I am also in receipt of the original letter. I have filed the executed Declaration with the application.

I have entered this case on my docket. We will need to prepare, and file, an Information Disclosure Statement by November 14, 2000. At that time we should provide the Examiner with copies of the various patents cited in the patent which I understand will issue on August 15, 2000. Where it is a divisional and not a continuation, the file of the issuing patents is separate from the file of the newly-filed divisional. We cannot assume that the Examiner will automatically have access to the materials in the file of the issuing patent. He should order the file, but we cannot assume that he will. Accordingly, please send me a copy of the patent after it issues. I will then get copies of the cited patents. If there are cited publications, we may have to try to get those from Dr. Spertell. We will deal with that when the need arises.

Raymond A. Bogucki  
August 15, 2000  
Page Two

I will keep you advised of the status of the application. Please give me a call with any questions.

Very truly yours,

JONES, TULLAR & COOPER, P.C.

By: 

---

Douglas R. Hanscom

DRH:mlm  
Enclosures

JONES, TULLAR & COOPER, P.C.

PATENTS TRADEMARKS AND COPYRIGHTS

SUITE 1002

2001 JEFFERSON DAVIS HIGHWAY

ARLINGTON, VIRGINIA 22202

MAILING ADDRESS P.O. BOX 2266 EADS STATION

ARLINGTON, VIRGINIA 22202

TELEPHONE 703-415-1500

FACSIMILE 703-415-1508

E - MAIL: JTC@JTCPC.COM

REGISTERED PATENT AGENTS  
JENNIFER P. YANCY

OF COUNSEL

DANIEL A. SULLIVAN, JR.

WILLIAM J. SHEEHAN

COLIN D. BARNITZ

DEBORAH E. LOBO

MARYLAND ASSOCIATED OFFICE

HALL, PRIDDY, MYERS &

VANDE SANDE

10220 RIVER ROAD

POTOMAC, MARYLAND 20854

February 4, 2002

Ms. Grace Sim, C.F.O.  
MW Medical, Inc.  
6617 Scottsdale Road, Suite 103  
Scottsdale, AZ 85253

RE: U.S. Patent Application  
Serial No.: 09/637,923 - Spertell

Dear Ms. Sim:

The above-identified patent application has come up on my follow-up docket. It was filed on August 14, 2000. I am not yet in receipt of any correspondence from the Patent Office.

In view of the current status of your company, I will take no further action in this case. I will forward any Office Action to you, upon receipt, without comment.

Please contact me with any questions.

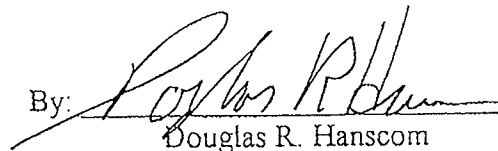
Very truly yours,

JONES, TULLAR & COOPER, P.C.

DRH:hhr

cc: Mr. Raymond A. Bogucki

By:

  
Douglas R. Hanscom

JONES, TULLAR & COOPER, P.C.

PATENTS TRADEMARKS AND COPYRIGHTS

SUITE 1002

2001 JEFFERSON DAVIS HIGHWAY

ARLINGTON, VIRGINIA 22202

MAILING ADDRESS P.O. BOX 2266 EADS STATION

ARLINGTON, VIRGINIA 22202

TELEPHONE 703-415-1500

FACSIMILE 703-415-1508

E - MAIL: JTC@JTCPC.COM

June 12, 2002

REGISTERED PATENT AGENTS  
JENNIFER P. YANCY

OF COUNSEL

DANIEL A. SULLIVAN, JR.

WILLIAM J. SHEEHAN

COLIN D. BARNITZ

DEBORAH E. LOBO

MARYLAND ASSOCIATED OFFICE

HALL, PRIDDY, MYERS &

VANDE SANDE

10220 RIVER ROAD

POTOMAC, MARYLAND 20854

GEORGE M. COOPER  
DOUGLAS R. HANSCOM  
ERIC S. SPECTOR  
FELIX J. D'AMBROSIO  
WILLIAM A. BLAKE

Ms. Grace Sim  
MW MEDICAL, INC.  
6617 N. Scottsdale Road  
Suite 103  
Scottsdale, AZ 85253

Re: U.S. Patent Application No. 09/637,923  
SPERTELL

Dear Ms. Sim:

Further to my letter of February 4, 2002, I am enclosing a copy of an Office Action which was mailed to me on June 5, 2002. In view of your company's outstanding past due balance, we will take no action in this matter without your instructions and payment.

Please contact me if there are any questions.

Very truly yours,

JONES, TULLAR & COOPER, P.C.

By: 

Douglas R. Hanscom

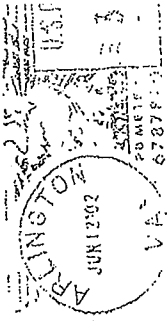
DRH:jh

Enclosure

cc: Raymond A. Bogucki, w/out enc.



JONES, TULLAR & COOPER, P.C.  
P.O. BOX 2266  
EADS STATION  
ARLINGTON, VIRGINIA 22202



# First Class Mail

REASON FOR NON DELIVERY CHECKED:  
MOVED LEFT NO ADDRESS  
ATTEMPTED NOT KNOWN  
UNDELIVERABLE  
NO SUCH NUMBER  
INSUFFICIENT ADDRESS  
BARRIER INTERFERENCE  
RETURNED TO SENDER

REASON FOR NON DELIVERY CHECKED:  
MOVED LEFT NO ADDRESS  
ATTEMPTED NOT KNOWN  
UNDELIVERABLE  
NO SUCH NUMBER  
INSUFFICIENT ADDRESS  
BARRIER INTERFERENCE  
RETURNED TO SENDER

Ms. Grace Sim  
MW MEDICAL, INC.  
6617 N. Scottsdale Road  
Suite 103  
Scottsdale, AZ 85253

EXHIBIT 6

JONES, TULLAR & COOPER, P.C.

GEORGE M. COOPER  
DOUGLAS R. HANSCOM  
ERIC S. SPECTOR  
FELIX J. D'AMBROSIO  
WILLIAM A. BLAKE

PATENTS TRADEMARKS AND COPYRIGHTS

SUITE 1002

2001 JEFFERSON DAVIS HIGHWAY

ARLINGTON, VIRGINIA 22202

MAILING ADDRESS P.O. BOX 2266 EADS STATION

ARLINGTON, VIRGINIA 22202

TELEPHONE 703-415-1500

FACSIMILE 703-415-1508

E-MAIL: JTC@JTCPC.COM

REGISTERED PATENT AGENTS  
JENNIFER P. YANCY

OF COUNSEL

DANIEL A. SULLIVAN, JR.  
WILLIAM J. SHEEHAN  
COLIN D. BARNITZ  
DEBORAH E. LOBO

MARYLAND ASSOCIATED OFFICE  
HALL, PRIDDY, MYERS &  
VANDE SANDE  
10220 RIVER ROAD  
POTOMAC, MARYLAND 20854

June 12, 2002

Ms. Grace Sim  
MW MEDICAL, INC.  
6617 N. Scottsdale Road  
Suite 103  
Scottsdale, AZ 85253

6/19  
RAY  
Any suggestions?  
Doug

Re: U.S. Patent Application No. 09/637,923  
SPERTELL

Dear Ms. Sim:

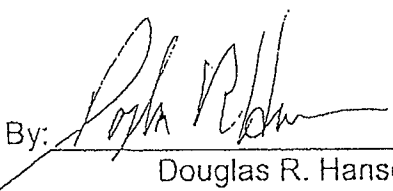
Further to my letter of February 4, 2002, I am enclosing a copy of an Office Action which was mailed to me on June 5, 2002. In view of your company's outstanding past due balance, we will take no action in this matter without your instructions and payment.

Please contact me if there are any questions.

Very truly yours,

JONES, TULLAR & COOPER, P.C.

By:

  
Douglas R. Hanscom

DRH:jh

Enclosure

cc: Raymond A. Bogucki, w/out enc.

TO

JONES, TULLAR & COOPER P.C.  
2001 Jefferson Davis Highway, Ste. 1002,  
Arlington - VA 22202  
UNITED STATES OF AMERICA

REMINDER OF

November 28, 2005

Attn. Annuity Department

~~November 3, 2005~~

Your Ref.: SPERTELL  
Our Ref.: 9815565-2 F-131761

Brazilian patent application 9815565-2 based on PCT/US98/14737 corresponding to priority  
USSN08/904.175 - MICROWAVE MEDICAL CORP.

Dear Sirs,

According to the publication in Industrial Property Gazette (IGP) 1817 of November 1, 2005, payment is to be effected for the 7<sup>th</sup> annuity, which was due on July 20, 2004, in view of the fact of no payment therefor previously. The application was shelved.

The term of complying with the official action is 3 months counted from the date of publication (January 20, 2006 is the deadline).

As per fax of September 13, 2000, copy of ours of September 12, 2000 from Ms. Yvonne A. Cappelano, the annuities were to be cared by the annuity service.

Having in view the publication, we kindly ask you to contact the annuity service to inform them accordingly, and in case that the annuity was duly paid, please send us a copy of the bank payment form as well as the official receipt, in order that we submit them to BPO thus bringing the application in good order.

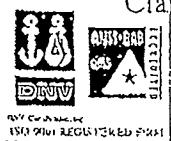
In case of the non payment of the annuity at that time, and if you wish so, we can pay it now for you, being the cost involved of US\$ 650.00, approximately including official fees and our honoraria.

We thank you very much for your attention to the matter, looking forward to receiving your instructions.

Best regards,



Adilson Marcolino  
Clarke, Modet & Co.

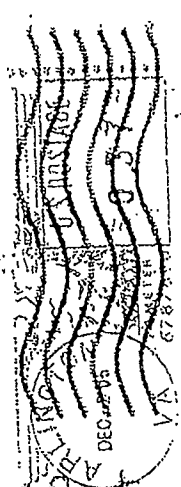


JONES, TULLAR & COOPER, P.C.

BOX 2266  
EADS STATION  
ARLINGTON, VIRGINIA 22202

NO VA 2202

02 DEC 2005 PM 4



Ms. Grace Sim  
MW Medical, Inc.  
6617 N. Scottsdale Road, Suite 103  
Scottsdale, AZ 85253

NIXIE 850 1 40 12/12/05

RETURN TO SENDER  
ATTEMPTED -  
UNABLE TO FORWARD

BC: 22202026666 \*1779-01443-12-17

22202026666

22202026666

EXHIBIT 8



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Assignments on the Web &gt; Patent Query

**Patent Assignment Abstract of Title**

*NOTE: Results display only for issued patents and published applications.  
For pending or abandoned applications please consult USPTO staff.*

**Total Assignments: 1**

Patent #: 6104959

Issue Dt: 08/15/2000

Application #: 08904175

Filing Dt: 07/31/1997

Inventor: ROBERT BRUCE SPERTELL

Title: METHOD AND APPARATUS FOR TREATING SUBCUTANEOUS HISTOLOGICAL FEATURES

**Assignment: 1**

Reel/Frame: 008662/0205

Recorded: 07/31/1997

Pages: 3

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: SPERTELL, ROBERT BRUCE

Exec Dt: 07/31/1997

Assignee: MICROWAVE MEDICAL CORP.

4496 RUNWAY STREET

SIMI VALLEY, CALIFORNIA 93063

Correspondent: MERCHANT, GOULD, SMITH ET AL.

RAYMOND A. BOGUCKI, ESQ.

WESTWOOD GATEWAY II, SUITE 400

11150 SANTA MONICA BLVD.

LOS ANGELES, CA 90025-3395

Search Results as of: 09/06/2007 08:17 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350, v.2.0.1  
Web Interface last modified: April 20, 2007 v.2.0.1

[| HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

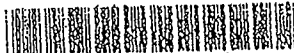
09-04-1997

FORM PT-1595

(Rev. 6-93)

OMB No. (051-0011) exp. 4/94

MAY 1992 22891



100522960

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert Bruce Spennell

2. Name and address of receiving party(ies):

Microwave Medical Corp.  
4496 Runway Street  
Simi Valley, California 9306364181 U.S. PTO  
09/30/97  
15/11/97

MRD 7-31-97

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date July 31, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: July 31, 1997

A. Patent Application No. (s)

N/A

B. Patent No. (s)

N/A

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond A. Bogucki, Esq.  
 Address: Merchant, Gould, Smith, Edell,  
 Welter & Schmidt  
 Westwood Gateway II, Suite 400  
 11150 Santa Monica Blvd.  
 Los Angeles, CA 90025-3395

6. Total number of applications and patents involved: 01

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2724

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond A. Bogucki (Reg. No. 17436)

Name of Person Signing

Raymond A. Bogucki

Signature

July 31, 1997

Date

Total number of pages including cover sheet, attachments, and document: 01

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner for Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 10 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office (Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (051-0011) Washington, D.C. 20503.

09/04/1997 TTDH1 0000037 08904175  
 01 FC:581 40.00 00

PATENT  
 REEL: 8662 FRAME: 0965

M&amp;G 30733,2US01

## ASSIGNMENT

WHEREAS, I, Robert Bruce Spertell, residing at 8843 Newcastle Avenue; Northridge, California 91325, made certain new and useful inventions and improvements for which I filed an application for Letters Patent of the United States on July 31, 1997, which is entitled METHOD AND APPARATUS FOR TREATING SUBCUTANEOUS HISTOLOGICAL FEATURES,

AND WHEREAS Microwave Medical Corp., a corporation organized and existing under and by virtue of the laws of the State of California, and having an office and place of business at 4496 Runway Street; Simi Valley, CA 93063 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the

PATENT

Rev November 4, 1996

REF: 8662 FRAM: 0966

rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of July, 1997.

Robert Bruce Spertell  
Robert Bruce Spertell

STATE OF CALIFORNIA

)

ss.

COUNTY OF Ventura

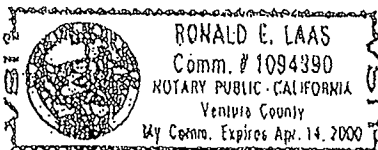
)

(On July 31, 1997, before me, Ronald E. Laas, personally appeared Robert Bruce Spertell, ☐ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Ronald E. Laas  
Notary Public







Subsidiary:  
Microwave Medical Corp.  
65 W. Easy Street, Suite 104  
Simi Valley, CA 93065

March 27, 2000

Sent via fax to: 805-527-2925  
Original to follow by mail

MidValley Properties  
940 Enchanted Way  
Suite 109  
Simi Valley, CA 96065

RE: LEASE RENEWAL AT 65 W. Easy Street, Suite 104, Simi Valley, CA 93065

Attention: Ms. Crickett Haskell

Dear Ms. Haskell:

As required by our lease for 60 days notice for termination of the lease, please note that we will not be renewing the lease when it expires on May 31<sup>st</sup>, 2000.

We thank you for your services in the past year. Please conduct all further correspondence to myself at the Scottsdale, AZ office, with the address and telephone numbers as listed on the letterhead.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Grace Sim'.

Grace Sim  
C.F.O.

1 WARNICKE & LITTLER, P.L.C.  
2 1411 N. Third Street  
3 Phoenix, Arizona 85004  
4 TELEPHONE (602) 256-0400  
5 FAX (602) 256-0345  
6 E-MAIL: administrator@warnickelittler.com  
7 Ronald E. Warnicke/SBN 001791  
8 Thomas E. Littler/SBN 006917  
9 Attorneys for Debtor

10 UNITED STATES BANKRUPTCY COURT  
11 DISTRICT OF ARIZONA

12 In re:

13 MW MEDICAL, INC., a Nevada corporation,

14 Debtor.

No. 02-01090-ECF -RTB

Chapter 11

15 In re:

16 MICROWAVE MEDICAL CORPORATION,  
17 a California corporation,

18 Debtor.

No. 02-01298-ECF -GBN

Chapter 11

19 FIRST AMENDED JOINT PLAN OF REORGANIZATION DATED FEBRUARY 21, 2002

20 PROPOSED BY WARNICKE & LITTLER FOR THE DEBTORS

21 AS MODIFIED AT CONFIRMATION HEARING  
22  
23  
24  
25  
26  
27  
28

11 made for the \$10,000 to be distributed to Class 4 claimants.

6.04 Class 6: Secured Claims. The Class 6 secured claim of Jan Wallace in the amount of \$1,189,939.70 shall be allowed as a secured claim in the amount of \$1,139,939.70. The remainder of said claim, \$50,000 shall be deemed a Class 5 claim. The \$1,139,939.70 secured claim shall be evidenced by a new promissory note from the Debtor payable on or before September 30, 2002. Said note shall bear interest from January 15, 2002 until paid. Said promissory note shall be secured by the same security interest in all the Debtor's property now held by Jan Wallace.

8 6.05 Class 7: Equity Security Holders' Interests. Class 7, Equity security holders (except  
9 Jan Wallace) shall retain their stock interests in the MW Debtor. Equity security holders shall also be  
10 issued stock pursuant to § 1145 in proportion to their ownership of the Debtor from a pool of shares equal  
11 to five percent (5%) of the total shares in the Microwave Debtor. All presently outstanding shares of the  
12 MW Debtor in the Microwave Debtor shall be cancelled. Equity security holders shall also be issued five  
13 percent (5%) of the shares in MW Fitness, five percent (5%) of the shares in MW Europe, five percent  
14 (5%) in NW Asia and five percent (5%) in NW South America.

15 ARTICLE VII

## 16 IMPLEMENTATION OF THE PLAN

7.01 Procedure To Implement The Plan. On or shortly after the date of Plan Confirmation, the Debtor shall determine the amounts of all allowed Class claims as quickly as can be accomplished given the court calendar and the objection process. The Debtor shall file a report with the court and shall inform the transfer agent upon confirmation to proceed to issue all shares in both joint Debtors as set forth in the Report. The Debtor and MW Fitness, the Debtor and MW Europe, the Debtor and MW Asia, the Debtor, and NW South America, the Debtor, shall, following confirmation, execute and deliver such formal license agreements as are deemed appropriate.

7.02 Appointment Of A Disbursing Agent. The Reorganized MW Debtor shall serve as Disbursing Agent for all distributions to be made to the Classes under the Joint Plan and shall direct a qualified transfer agent to issue the shares.

27 a. Duties of The Disbursing Agent. The Disbursing Agent shall receive, disburse  
28 and account to the Court, the Creditors, Equity Security Holders and other parties in interest for the shares

FILE HISTORY OF

ABANDONED APPLICATION

SERIAL NO. 09/637,923

FILED: AUGUST 14, 2000

APPLICANT: ROBERT SPERTELL

TITLE: METHOD AND APPARATUS FOR  
TREATING SUBCUTANEOUS  
HISTOLOGICAL FEATURES

ABANDONED: ABANDONED NOTICE MAILED  
JANUARY 13, 2003

NOW DIVISION OF APPLICATION S. N.  
08/904,959, NOW U. S. PATENT 6,104,959  
ISSUED AUGUST 15, 2000

= = = = =

# Notice of Abandonment

Application No.

09/637,923

Examiner

Fadi H. Dahbour

Applicant(s)

SPERTELL, ROBERT BRUCE

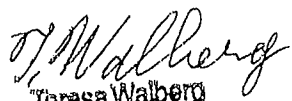
Art Unit

3742

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address--

This application is abandoned in view of:

1. ☒ Applicant's failure to timely file a proper reply to the Office letter mailed on 05 June 2002.
  - (a) ☐ A reply was received on \_\_\_\_\_ (with a Certificate of Mailing or Transmission dated \_\_\_\_\_), which is after the expiration of the period for reply (including a total extension of time of \_\_\_\_\_ month(s)) which expired on \_\_\_\_\_.
  - (b) ☐ A proposed reply was received on \_\_\_\_\_, but it does not constitute a proper reply under 37 CFR 1.113 (a) to the final rejection.  
(A proper reply under 37 CFR 1.113 to a final rejection consists only of: (1) a timely filed amendment which places the application in condition for allowance; (2) a timely filed Notice of Appeal (with appeal fee); or (3) a timely filed Request for Continued Examination (RCE) in compliance with 37 CFR 1.114).
  - (c) ☐ A reply was received on \_\_\_\_\_ but it does not constitute a proper reply, or a bona fide attempt at a proper reply, to the non-final rejection. See 37 CFR 1.85(a) and 1.111. (See explanation in box 7 below).
  - (d) ☒ No reply has been received.
2. ☐ Applicant's failure to timely pay the required issue fee and publication fee, if applicable, within the statutory period of three months from the mailing date of the Notice of Allowance (PTOL-85).
  - (a) ☐ The issue fee and publication fee, if applicable, was received on \_\_\_\_\_ (with a Certificate of Mailing or Transmission dated \_\_\_\_\_), which is after the expiration of the statutory period for payment of the issue fee (and publication fee) set in the Notice of Allowance (PTOL-85).
  - (b) ☐ The submitted fee of \$\_\_\_\_\_ is insufficient. A balance of \$\_\_\_\_\_ is due.  
The issue fee required by 37 CFR 1.18 is \$\_\_\_\_\_. The publication fee, if required by 37 CFR 1.18(d), is \$\_\_\_\_\_.
  - (c) ☐ The issue fee and publication fee, if applicable, has not been received.
3. ☐ Applicant's failure to timely file corrected drawings as required by, and within the three-month period set in, the Notice of Allowability (PTO-37).
  - (a) ☐ Proposed corrected drawings were received on \_\_\_\_\_ (with a Certificate of Mailing or Transmission dated \_\_\_\_\_), which is after the expiration of the period for reply.
  - (b) ☐ No corrected drawings have been received.
4. ☐ The letter of express abandonment which is signed by the attorney or agent of record, the assignee of the entire interest, or all of the applicants.
5. ☐ The letter of express abandonment which is signed by an attorney or agent (acting in a representative capacity under 37 CFR 1.34(a)) upon the filing of a continuing application.
6. ☐ The decision by the Board of Patent Appeals and Interference rendered on \_\_\_\_\_ and because the period for seeking court review of the decision has expired and there are no allowed claims.
7. ☐ The reason(s) below:

  
Teresa Walberg  
Supervisory Patent Examiner  
Group 3700

## LOAN AGREEMENT AND ASSIGNMENT OF ASSETS

MW MEDICAL, INC., (hereinafter "MW"), and Jan Wallace (hereinafter "Wallace"), or her heirs, devisees, personal representatives, or assigns, intending to be legally bound, agree as follows:

1. MW acknowledges that Wallace has loaned it \$1,139,939.70 in bridge financing that along with interest from January 15, 2002 is currently due and owing under that certain promissory note dated February 21, 2002, pursuant to MW's Plan of Reorganization under Chapter 11 Bankruptcy, No. 02-01090 and 02-01298, filed in the US Bankruptcy Court, District of Arizona. The total amount of principal and interest due and owing as of March 15, 2003 is acknowledged to be \$1,272,672.30.

2. As MW is unable to pay this obligation and is in need of further support, Wallace or her assigns agrees to provide continued financial support as needed for the operation of the business for a period of 90 days in an amount of no more than \$50,000.

3. In consideration of this continued financial support and for the partial cancellation and release of this outstanding debt of the company in the principal amount of \$326,897, MW hereby assigns, transfers and conveys all of its patents, trademarks and other intellectual property, its inventory, equipment and property as represented on its books to Wallace.

4. This remaining principal and interest due shall be secured along with all previous loans by a security interest in all of the remaining and future assets of the Company, now owned or hereafter acquired.

5. MW will sign and issue to Wallace a new promissory note (hereinafter "Note") in the form and containing the terms as attached hereto. This agreement and the Note shall be assignable by Wallace.

6. Further MW grants Wallace the right to convert all or any portion of the Note or amounts loaned under this loan agreement to equity at the same price as is available to those investors participating in any private placement that is offered during the term of the Note. In the event that no private placement of common stock is offered during the term of the Note, MW further grants Wallace the right to convert the Note into common stock at 50% of the then existing market price of the stock or \$0.20 per share, whichever is lower.

Executed on this 15th day of March, 2003

MW MEDICAL, INC.

/s/ Jan Wallace

By: It's President

Title: C.E.O.

/s/ Jan Wallace

Jan Wallace

EXHIBIT D

## IP RIGHTS

Territory	Patent #	App #	Filing Date	Issue Date	Description
United States	6,104,959	08/904,175	7/31/97	8/15/00	Method & Apparatus for treating Subcutaneous Histological Features – Parent Filing
United States	6,334,074	09/474,969	12/29/99	12/25/01	Microwave Applicator for Therapeutic Use
United States	NA	09/637,923	8/14/00	NA	Divisional of 08/904,175
Australia	84915/98	PCT/US98/14737	2/28/00	2/21/02	Method & Apparatus for treating Subcutaneous Histological Features
Canada	NA	2298680	1/31/00	NA	Method & Apparatus for treating Subcutaneous Histological Features
Europe	NA	1998935729	2/11/00	NA	Method & Apparatus for treating Subcutaneous Histological Features

## EXHIBIT E

### PATENT RIGHTS ASSIGNMENT

WHEREAS, Jan Wallace, an individual ("Assignor") owns all, right, title, and interest in and to the inventions and improvements claimed patents and patent applications specified on the attached Schedule I (collectively, the "Patent Rights"); and

WHEREAS, Miramar Labs, Inc., a Delaware corporation (the "Assignee") wants to acquire all interest in the inventions and the Patent Rights including any patents or registrations that may arise therefrom (collectively, "Letters Patents and Registrations");

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and does assign to Assignee all right, title and interest in and to the inventions claimed in the and the Patent Rights and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the applications as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any and all substitutions, extensions, confirmations, reissues, divisions, re-examinations, renewals and extensions thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of the Patent Rights and foreign counterparts thereof, (b) execute, verify, acknowledge and deliver all such further papers and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

Buyer agrees that if within five (5) years from the date of this Assignment it has not utilized or marketed the microwave therapy system to produce sales revenue then, if such delay is not caused by any action or inaction of the Seller, the Patent Rights shall revert to the Seller. Buyer agrees to execute any and all documentation required to return ownership of the all Patent rights under this Assignment. Seller shall notify the Buyer in writing of the right to revision.



[The remainder of this page left blank intentionally; signature page follows.]

---

IN TESTIMONY WHEREOF, this Assignment is executed this 18<sup>th</sup> day of January, 2008.

"ASSIGNEE"

MIRAMAR LABS, INC.

By: 

Name: MARK DEEM

Title: CEO

---

"ASSIGNOR"

JAN WALLACE

By: 

Name: Jan Wallace